

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF WEST VIRGINIA**

In re:)	Chapter 11
)	
Daily Gazette Company, <i>et al.</i> ,)	Case No. 18-20028
)	
Debtors. ¹)	(Jointly Administered)

**ORDER GRANTING DEBTORS' MOTION FOR AUTHORITY
TO ASSUME AND ASSIGN CERTAIN EXECUTORY CONTRACTS**

Upon the motion (the "Motion")² of the above-captioned debtors and debtors-in-possession (collectively, the "Debtors") for entry of an order authorizing the Debtors to assume certain executory contracts and assign such contracts to HD Media Company, LLC ("HD Media"); and upon the record of the hearing on the Motion, if any; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court being able to issue a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this District is proper before this

¹ The Debtors in these Chapter 11 Cases and the last four digits of each Debtor's taxpayer identification number are as follows: Daily Gazette Company (4480); Daily Gazette Holding Company, LLC (2981); Charleston Newspapers Holdings, L.P. (3028); Daily Gazette Publishing Company, LLC (3074); Charleston Newspapers (6079); and G-M Properties, Inc. (4124). The Debtors' headquarters are located at 1001 Virginia St. E, Charleston, West Virginia 25301.

² Capitalized terms used in this Order but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been given under the circumstances; and it appearing that no other or further notice of the Motion is required; and this Court having found that good and sufficient cause exists for the relief granted by this Order, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is GRANTED as set forth herein.
2. Effective upon the Closing, the Debtors are authorized and directed to assume the executory contracts identified in Exhibit A to this Order (each a “Contract” and collectively, the “Contracts”) and assign the Contracts to HD Media.
3. The payment of the applicable Cure Amounts (if any) by HD Media or the Debtors, as applicable and as required by the HD Media APA, shall (a) effect a cure of all defaults existing thereunder as of the Closing, (b) compensate for any actual pecuniary loss to such Contract Counterparties resulting from such default, and (c) together with the assignment by the Debtors to and the assumption of the Contracts by HD Media, constitute adequate assurance of future performance thereof.
4. Pursuant to section 365(f) of the Bankruptcy Code, the assignment by the Debtors of the Contracts shall not be a default thereunder. After the payment of the relevant Cure Amounts (if any) by HD Media or the Debtors, as applicable and as required by the HD Media APA, neither the Debtors nor HD Media shall have any further liabilities to the Contract Counterparties other than HD Media’s obligations under the Contracts that accrue and become due and payable on or after the Closing.
5. Any provisions in any Contract that prohibits or conditions the assignment of such Contract or allows the party to such Contract to terminate, recapture, impose any penalty, condition on renewal or extension or modify any term or condition upon the assignment of such

Contract, constitute unenforceable anti-assignment provisions that are void and of no force and effect. All other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Debtors and assignment to HD Media of the Contracts have been satisfied. Effective upon the Closing, in accordance with sections 363 and 365 of the Bankruptcy Code, HD Media shall be fully and irrevocably vested with all right, title and interest of the Debtors under the Contracts.

6. Effective upon the Closing and the payment of the relevant Cure Amounts, if any, HD Media shall be deemed to be substituted for the Debtors as a party to the applicable Contracts and the Debtors shall be relieved, pursuant to section 365(k) of the Bankruptcy Code, from any further liability under the Contracts.

7. Upon the payment of the applicable Cure Amounts, if any, the Contracts will remain in full force and effect, and no default shall exist under the Contracts nor shall there exist any event or condition which, with the passage of time or giving of notice, or both, would constitute such a default.

8. There shall be no rent accelerations, assignment fees, increases (including advertising rates) or any other fees charged HD Media or the Debtors as a result of the assumption and assignment of the Contracts.

9. Pursuant to sections 105(a), 363 and 365 of the Bankruptcy Code, all Contract Counterparties are forever barred and permanently enjoined from raising or asserting against HD Media any assignment fee, default, breach or claim or pecuniary loss, or condition to assignment, arising under or related to the Contracts existing as of the Closing or arising by reason of the Closing.

10. The Debtors are authorized to take all steps necessary or appropriate to carry out

the terms of this Order.

11. This Court shall retain jurisdiction with respect to all matters relating to the interpretation or implementation of this Order.

EXHIBIT A

ADDITIONAL EXECUTORY CONTRACTS TO BE ASSUMED AND ASSIGNED

Contract Party	Description	Cure Amount
Adobe Corporate Headquarters 345 Park Avenue San Jose, CA 95110-2704	Adobe CC Monthly	\$0.00
Chartbeat 826 Broadway, 6th Fl. New York, NY 10003	IT Analytics	\$0.00
CitySpark, Inc. 9690 S 300 W Sandy, UT 84070	IT Services - Software License	\$0.00
Community Holdings of West Virginia, Inc. dba The Bluefield Daily Telegraph 928 Bluefield Ave. Bluefield, WV 24701	Delivery Services	\$0.00
Community Holdings of West Virginia, Inc. dba The Register-Herald 801 N. Kanawha Street Beckley, WV 25801	Delivery Services	\$0.00
EZ Hi Tech 1140 Rt. 22 West Mountainside, NJ 07092	Maintenance Trendsetter News CTP	\$0.00
Sears Holdings c/o NSA Media Attn: AP PO Box 7037 Downers Grove, IL 60515	Vendor Agreement	\$0.00
Smithers Mini-Storage PO Box 39 Smithers, WV 25186	Storage	\$0.00